

# **FOREST SERVICE PROPERTY FOR SALE**

## **INVITATION FOR BIDS**

**The USDA Forest Service invites you to bid  
on these remarkable properties!**

This sale is designed to dispose of administrative properties and structures no longer being utilized by the Willamette National Forest. This project is authorized under the Forest Service Facility Realignment and Enhancement Act (FSFREA) of 2005, as amended. The properties are located in Lowell, Oregon. A Bid Deposit is required, and a Minimum Bid amount has been established for each sale.

The properties to be sold by online auction are:

### **SALE #1**



**Lowell Pole Barn Property**

**The Lowell Pole Barn property** is located on the corner of 6<sup>th</sup> Street and D Street in **Lowell, Oregon, 97452**, in Lane County. The property is approximately 0.83 acres and contains an Open Storage Pole Barn building that also includes an enclosed shop area. The Pole Barn is approximately 3730 square feet and was constructed in 1986. The improvement is identified as Lane County Assessor's Parcel Map #19 01 11 33 Tax Lot 5200.

## SALE #2



## Lowell Vacant Lot Property

**The Lowell Vacant Lot property** is located on Moss Street in **Lowell, Oregon, 97452**, in Lane County. The property is approximately 01.77 unimproved acres. The improvement is identified as Lane County Assessor's Parcel Map #19 01 11 33 Tax Lot 6502.

### Auction Summary

Sale Type: **Online Auction**

Start Date: **April 28, 2011**

End Date: **Based on Bidding**

<u>Property:</u>	<u>Minimum Bid:</u>	<u>Bid Deposit:</u>	<u>Minimum Bid Increment:</u>	<u>Property Code:</u>
<b>LOWELL POLE BARN</b>	\$55,000	\$2,000	\$1,000	224
<b>LOWELL VACANT LOT</b>	\$75,000	\$3,000	\$1,000	225





### **Auction Site Web Page**

[www.auctionrp.com](http://www.auctionrp.com)

Register and submit your bid.

Click on *Featured Auctions* and then select the property you are interested in to view and download Property Sales information

### **Property Disposal Web Page**

<http://propertydisposal.gsa.gov>

Click on Oregon to view and download Property Sales information

### **Online Auction Assistance**

Lisa Roundtree – General Services

Administration 253-931-7709

e-mail: [lisa.roundtree@gsa.gov](mailto:lisa.roundtree@gsa.gov)

### **Sales Information**

For questions concerning these properties or the sale process, please contact:

Jeff Sims – Forest Service

(541) 383-5758

e-mail: [jsims@fs.fed.us](mailto:jsims@fs.fed.us)

David Sledge – Forest Service

(541) 782-2283

e-mail: [dsledge@fs.fed.us](mailto:dsledge@fs.fed.us)

**For additional information, please visit  
[www.fs.fed.us/r6/willamette](http://www.fs.fed.us/r6/willamette)**

## **Inspection Opportunities**

**The Properties will ONLY be open for inspection from 10 am  
to 3 pm on the dates listed below:**

**Wednesday, May 4, 2011  
Saturday, May 7, 2011**

### **IMPORTANT NOTICE!!**

**In order to become a qualified bidder, the initial bid offer along with the bid deposit  
must be submitted to:**

U.S. General Services Administration  
Office of Real Property Disposal (9PZF)  
400 15<sup>th</sup> Street S.W. Room 1161  
Auburn, WA 98001-6599  
Attn: Lisa Roundtree, Realty Officer

## TABLE OF CONTENTS

Property Description .....	Pages 6-8
General Terms of Sale .....	Pages 9-11
Important Instructions to Bidders.....	Pages 12-16
Notices and Covenants.....	Pages 17-19
Bidder Registration and Bid Forms.....	Page 20-21
Credit Card Bid Deposit Form.....	Page 22
Exhibit A Partition Plat.....	Page 24
Exhibit B Easement Description.....	Page 25

## PROPERTY DESCRIPTIONS

---

### 1. LOCATION AND SETTING

The City of Lowell is located in Lane County in the picturesque south Willamette Valley. Lowell, Oregon is a family friendly, comfortable community, in a small rural town. Lowell is well known for its six landmark covered bridges (out of 20 covered bridges in Lane County) and its magnificent natural environment. The greater Lowell Region is a natural wonderland. Nestled in the Cascade foothills, Lowell is surrounded by spectacular forests and includes some of the areas most popular waterways.

Three reservoirs, Lookout Point, Dexter and Fall Creek, are all located within minutes of the town of Lowell. Dexter Reservoir is situated 15 miles east of Eugene and is the last impoundment on the Middle Fork of the Willamette River before it joins the Coast Fork to create the main stem of the Willamette River. Steady water levels make Dexter a reliable choice for first-rate boating throughout the year, and South Valley residents flock here to take advantage of its wooded setting. At 1,025 acres, Dexter is 3.3 miles long and a mile wide at its widest point; it's regularly stocked with rainbow trout. Several times each year Dexter Reservoir is host to speed boat races sponsored by The Columbia Drag Boat Association; during some events, Alcohol Hydro craft can reach speeds of up to 230 miles per hour. At the other end of the speed scale, Dexter is also home to the Oregon Association of Rowers. Several access points are always available.

Fall Creek Reservoir rests a few miles north of Lowell (near Dexter Reservoir), and offers an uncrowded water experience. Fed by Fall Creek and Winberry Creek, this 1,852 acre reservoir boasts 22 miles of forested shoreline. A multitude of coves and inlets provide ample opportunities for solitude. Popular with jet skiers and waterskiers, Fall Creek Reservoir also offers good angling for stocked rainbow trout; bass and catfish are also present. Several nice campgrounds adjoin the lake including Cascara, a tent space tucked amongst a copse of Douglas firs. If you like to travel with your fifth wheel, there's an RV camp just across the road

at Fisherman's Point. Five day-use areas are also available. Lowell continues to lead the area in fishing, water skiing and boat racing. Local area attractions include: Neptune State Park, Washburne Memorial State Park, Devils Elbow State Park, Morton State Park, Honeyman State Park, Armitage, Elijah Bristow, Ben and Kay Dorris State Park, the Willamette National Forest, Three Sisters Wilderness, Rock Creek, Waldo Lake, Cummins Creek, Diamond Peak and Howard Buford Recreational Area.

The population of Lowell as of the census of 2000, was 857 people, 315 households, and 236 families residing in the city. The average median income is an estimated \$35,000.00 to \$49,000.00 with farming, forestry, production and transportation, listed as the main occupations in the area. The elevation is about 735 feet above sea level. The average high temperatures are 53°F in January to 82°F in August, while the average low temperatures range from a low of 34°F in January to a low 53°F in July. On average the warmest month of the year is August, while January is the coolest month. Average monthly precipitation ranges 7.5 inches in November to less than an inch in July. Lowell has an elementary, a middle and high school.

These properties are located in Lane County, Oregon, and are currently managed by the Willamette National Forest. For more information, visit the Lowell website at: <http://www.lowelloregon.com/>.

**ABOUT THE EUGENE COMMUNITY:** Eugene is the Lane County seat and is located approximately 20 miles west of Lowell. Eugene is located in the Willamette Valley, with the Cascade Mountain Range to the east and the Coast Range to the west. It is about 110 miles south of Portland, Oregon. The elevation is 426 feet. The population is about 150,325 within the City of Eugene, and 50,150 in adjacent Springfield.

The average temperatures range from 36.9 F to 48.6 F in December and 51.2 F to 82.2 F in August. Average yearly rainfall is 46.6 inches,

which occurs primarily from October to April. Significant snowfall is rare.

There is a wide variety of recreational opportunities available in the area including: backpacking, fishing, hunting, cross-country skiing, downhill skiing, rafting and canoeing, sailing, cycling, mountain biking, and horseback riding. There are eleven golf courses in the area. Some of the local events include: the Eugene Celebration, Bach Festival, and the Springfield Filbert Festival. The City is home to symphony, opera, ballet, modern dance organizations and several theater groups. Eugene is known as the "Track and Field Capital of the United States."

Medical Services are provided by Sacred Heart and McKenzie-Willamette Hospitals, which provide a wide range of medical services. There are numerous physicians of all specialties in the area.

The area includes three public school districts and numerous private schools. Public institutions offering higher education are the University of Oregon and Lane Community College.

Eugene's housing is plentiful. A three-bedroom, two-bath, 1600 square-foot home will range from \$220,000 to \$250,000. The average rental price for a 3-bedroom home is \$700-900 per month and the average apartment/duplex rents for \$500-700 per month.

Eugene is a full service community with numerous retailers. For more information on Eugene, contact Eugene Chamber of Commerce, 1401 Willamette Street, Eugene, OR. (541) 484-1314 or go to their web site at <http://www.eugene-chamber.com/>

## **2. SALE PROPERTY DESCRIPTION**

The Lowell Pole Barn and Lowell Vacant Lot properties lie outside of the Willamette National Forest boundary, and were acquired as bare land in 1957 from the US Army Corps of Engineers.

The pole barn building was constructed in 1986, and was exclusively used for storage and as a sign making wood shop for the Lowell Ranger District. The pole barn was constructed on a 0.83 acre lot within Lowell City limits. Since 1995, Willamette National Forest has undergone

significant district consolidation and staff reductions. The 2008 Facility Master Plan identified these sites as under-utilized by the Forest Service, and were then planned for removal from federal ownership. The pole barn has not been fully utilized for the past few years. The pole barn property is completely surrounded and secured by chain-link fencing.

The Lowell Vacant Lot is an unimproved parcel within the Lowell City Limits. The 1.77 acre property was created when a partition was completed in 2009. Tax Lot 6500, Map 19-01-11-33, was divided into two parcels. The Vacant Lot, now identified as Tax Lot 6502, was created in Land Partition Plat No. 2009-P2377, filed in Lane County records as CFS No. 41561. Approximately 0.25 acres of the 1.77 is within the Moss Street right-of-way.

Bidders are reminded that the properties are offered for sale and will be sold "**As is**" and "**Where is**" without representation, warranty, or guarantee, quality, title, character, condition, size or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such grounds will be considered after the bid opening or conclusion of the auction.

## **3. DRIVING DIRECTIONS**

From Portland, Oregon, take the I-5 Interstate approximately 120 miles south toward Eugene/Springfield. Take exit #188A (OR State Highway 58) east to Oakridge. Continue east on Highway 58 for approximately 14 miles to the Jasper/Lowell Road across the Dexter Reservoir. Turn north on the Jasper/Lowell road, which will turn into Pioneer Street, and continue past the Lowell High School, two blocks northerly to W. Boundary Road. Turn left, west, on W. Boundary Road, then take the first right turn, north, on Moss Street. Continue northerly for two to three blocks. The Vacant Lot property is on the right side of Moss Street. Turn right, east, on the next street, 6<sup>th</sup> street, and the Pole Barn property is on the next corner, the corner of 6<sup>th</sup> Street, and D Street.

## **4. LEGAL DESCRIPTIONS**

Lowell Pole Barn

Lowell Vacant Lot  
92 6<sup>th</sup> Street  
Lowell, Oregon 97452

**Lowell Pole Barn:**

T.19 S., R.1 W., W.M.

A portion of Section 11, more particularly described as follows per County Survey File No. 41561, as part of Land Partition Plat No. 2009-P2377, containing 0.83 acres, more or less.

**Lowell Vacant Lot:**

T.19 S., R.1 W., W.M.

A portion of Section 11, more particularly described in Lane County Survey File No. 41561, as part of Land Partition Plat No. 2009-P2377, containing 1.77 acres, more or less.

The full legal descriptions that will be used in the conveyance deeds are available upon request.

**5. ASSESSOR'S PARCEL NO.:**

Assessor's Parcel Number: Map 19 01 11 33,  
Pole Barn: Tax Lot 5200  
Vacant Lot: Tax Lot 6502

For county tax and plat maps, visit [www.ormap.org](http://www.ormap.org), click on "Maps Online", and choose Lane County.

**6. EASEMENTS, ENCROACHMENTS AND RESERVATIONS**

The Vacant Lot property is subject to County Road No. 886 over the western 30 feet of the parcel and to an easement dated June 28, 1957 granted by the United States to the City of Lowell for water and sewer pipelines and related facilities. The acreage determined to be included in the County Road right of way is approximately .25 acre.

Physical and legal access to the Pole Barn property is directly from D Street within the Lowell City limits. Access to the Vacant Lot property will be from Moss Street across the adjacent property to the north. The easement will be for the right to a perpetual 20 foot Road Easement (10 feet each side of the described

centerline) to allow for access to the Vacant Lot property, as depicted on Land Partition Plat No. 2009-P2377, recorded on July 20, 2009, Lane County Surveyor Records and attached as "Exhibit A". A description of the easement, and its terms, is contained in "Exhibit B" attached to this Invitation for Bids package.

There is an area of overlap along the south line of Sale 2, depicted on Exhibit A (labeled Parcel 2).

The property will be sold subject to any and all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties, for highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, and other rights-of-way, and the easements, reservations, rights and covenants reserved by the Grantor herein.

The properties are subject to CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act) Notices and Covenants regarding hazardous substances as listed under "Notices and Covenants" on pages **16-19**.

**7. UTILITIES**

Procurement of utility services shall be the responsibility of the Purchaser. Bidders are urged to contact the utility providers below for information on the availability of utilities. The following utilities are currently available to the property:

Water:  
City of Lowell,  
60 S. Parker Ln, Lowell, OR 97452  
Phone: 541-937-2776

Sewer:  
City of Lowell  
240 S. Moss St, Lowell, OR 97452  
Phone: 541-937-3219

Electrical:  
Lane Electric Co-op  
787 Bailey Hill Road  
Eugene, OR 97402-5451  
(541) 484-1151



# GENERAL TERMS OF SALE

---

## 1. INVITATION FOR BIDS

The term "Invitation for Bids" ("IFB") as used herein refers to the foregoing IFB and its Property Description, General Terms of Sale, Important Instructions to Bidders, Notices and Covenants, Bidder Registration and Bid Form for Purchase of Government Property and Exhibits, all of which are attached to this IFB by reference, and made a part hereof, and as may be modified and supplemented by any addenda or amendments that may be issued by the Government prior to the conclusion of the online auction.

## 2. DESCRIPTION PROVIDED IN IFB

The description of the Property set forth in the IFB and any other information provided therein with respect to said Property are based on the best information available to the USDA Forest Service and are believed to be correct. Any error or omission, including but not limited to, the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund or deduction from the purchase price.

## 3. INSPECTION

Inspection of the Property is the sole responsibility of the bidder. Bidders are invited, urged, and cautioned to inspect the Property prior to submitting a bid. The properties are locked and vacant. You may inspect the exteriors of the houses anytime during daylight hours. Please do not disturb the neighbors. The interiors can be inspected at the scheduled Open Houses advertised in this Invitation for Bids. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the bid opening or auction.

## Inspection Opportunities:

The Property will be open for inspection from 10am to 3pm on the dates listed below:

**Wednesday, May 4, 2011**

**Saturday, May 7, 2011**

## 4. CONDITION OF PROPERTY

The Property is offered for sale and will be sold **"AS IS"** and **"WHERE IS"** without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and claim(s) for any allowance or deduction upon such grounds will NOT be considered.

## 5. ZONING

The property is federally owned land and therefore not subject to local zoning, however, the City of Lowell and Lane County has assigned property zoning of PL, Public Land. For more information about zoning please phone the Lowell City Hall at 541-937-2157.

Verification of the present zoning and determination of permitted uses there under, along with compliance of the Property for present or proposed future use shall be the responsibility of the bidder and the Government makes no representation in regard thereto. The Government does not guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any contract resulting from this IFB.

For more zoning information, please contact: the Lane County Land Management Department 541-682-4065.

## 6. CONTRACT

The IFB and the bid, whether as an initial written bid or a bid placed online, when accepted by the Government shall constitute an agreement for sale between the successful bidder ("Purchaser") and the Government. Such

agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract, nor shall the contract or any interest therein, be transferred or assigned by the Purchaser without the consent of the Government. Any assignment transaction without such consent shall be void.

## **7. TAXES AND CLOSING COSTS**

As of the date of conveyance of the Property, the Purchaser shall assume responsibility for all general and special real and personal property taxes which may have been or may be assessed on the Property, and to prorate sums paid, or due to be paid, by the Government in lieu of taxes.

All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser.

## **8. RISK OF LOSS**

a. As of the date of conveyance, the Purchaser shall assume responsibility for care and handling and all risks of loss or damage to the Property and have all obligations and liabilities of ownership.

b. In the event of a major loss or damage to the Property as a result of fire or other cause during the period of time between acceptance of the bid by the Government and date of conveyance, such loss or damage shall NOT be considered grounds for invalidating the contract of sale or reduction of the purchase price.

## **9. REVOCATION OF BID AND DEFAULT**

In the event of revocation of a bid after the opening of bids, but prior to acceptance, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the Purchaser in the performance of the contract of sale created by such acceptance, or in the event of failure by the Purchaser to consummate the transaction, the deposit, together with any payments subsequently made on account, may be forfeited at the option of the Government, in which event the Purchaser shall be relieved from further liability, or without forfeiting the said deposit and payments, the Government may

avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

## **10. GOVERNMENT LIABILITY**

If the Bid for Purchase of Government Property is accepted by the Government and a) the Government fails for any reason to perform its obligations as set forth herein; or b) Title does not transfer or vest in the Purchaser for any reason, although Purchaser is ready, willing, and able to close, the Government shall promptly refund to Purchaser all amounts of money Purchaser has paid, without interest, whereupon the Government shall have no further liability to Purchaser.

## **11. TITLE EVIDENCE**

Any bidder, at its sole cost and expense, may procure any title evidence that the said bidder desires. The Government will, however, cooperate with the Purchaser or his authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and property involved, as it may have available. It is understood that the Government will not be obligated to pay for any expense incurred in connection with title matters or survey of the Property.

## **12. TITLE**

If a bid for the purchase of the Property is accepted, a Quitclaim Deed will convey the Government's interest. The Government does not pay for title insurance but the Purchaser is encouraged to acquire a title insurance policy from a local title company.

## **13. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE**

The Government shall set a sale closing date of sixty (60) calendar days after acceptance of the bid. Upon agreement by the Government, the Purchaser may close the transaction prior to the sixty (60) calendars day period.

Prior to closing, the Purchaser may open an escrow account with an independent, unaffiliated

local escrow company to handle the closing. The Government does not mandate use of a particular escrow company. All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser. As part of the closing the Government will provide escrow instructions to the Escrow Holder regarding the recording, disposition of proceeds and related matters.

On the closing date, the Purchaser shall tender to the Government (or to the Escrow Holder) the balance of the purchase price. Upon such tender being made by the Purchaser, the Government shall deliver to the Purchaser the instrument, or instruments, of conveyance.

The Government reserves the right to extend the closing date for a reasonable amount of time for purposes of preparing necessary conveyance documents.

#### **14. DELAYED CLOSING**

Any change to the established closing date is subject to the written approval by the Government. The Government reserves the right to refuse a request for extension of closing. However, if the Government grants an extension, the Purchaser shall pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government may impose additional terms and conditions to grant an extension.

#### **15. SALE AND CONVEYANCE**

The sale and conveyance of the Property shall be made subject to the following:

a) All covenants, easements, reservations, restrictions, encumbrances and encroachments, whether of record or not.

b) Any statement of facts which a physical inspection and accurate survey of the Property may disclose.

#### **16. DOCUMENTARY STAMPS AND COST OF RECORDING**

The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at Purchaser's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law.

All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.

#### **17. OFFICIALS NOT TO BENEFIT**

No member or delegate to the Congress, or resident commissioner shall be admitted to any share or part of the contract of sale or to any benefit that may arise there from, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. U.S. General Services Administration employees are prohibited from bidding on the Property offered in the IFB.

#### **18. ADDITIONAL INFORMATION**

GSA, at the address given in this IFB, will upon request, provide additional copies of this IFB and answer requests for additional available information concerning the Property offered to facilitate preparation of bids. Each bid shall be deemed to have been made with full knowledge of all terms conditions, and requirements contained in this IFB and any amendments made thereto prior to bid acceptance.

#### **19. WAIVER OF INFORMALITIES OR IRREGULARITIES**

The Government may, at its election, waive any minor informality or irregularity in bids received.

# IMPORTANT INSTRUCTIONS TO BIDDERS

---

## 1. AUCTION START DATE

The auction opens on **April 28, 2011** at 9 a.m. (Pacific Time).

## 2. TYPE OF SALE

This sale will be an online auction conducted at [www.auctionrp.com](http://www.auctionrp.com) and by submission of initial written bids by mail. The auction will be conducted over a period of several weeks as determined by bid activity. The date for receipt of final bids will be announced at [www.auctionrp.com](http://www.auctionrp.com), with at least three business day's prior notice (see Paragraph 10, Call for Final Bids). The auction may continue beyond that date as long as bidders are willing to submit higher bids. Thus, the bidders determine when the sale closes by their bidding activity.

## 3. TERMS OF SALE

Bids to purchase must be on an ALL CASH basis only. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No Government credit terms are available. The USDA Forest Service has no information on the availability of private financing or on the suitability of this Property for financing.

## 4. MINIMUM OPENING BID

The minimum opening bid for each property is listed in the table on **page 2**. The minimum opening bid amount does not represent the value of the Property but rather provides a reasonable starting point for the online auction. The Government seeks to obtain fair market value for the Property and reserves the right to reject any and all bids.

## 5. BIDDER REGISTRATION

a) Bidder registration is a three-step process:

(1) An interested bidder should register online at the auction web site, [www.auctionrp.com](http://www.auctionrp.com).

(2) Bidders must complete and submit the official Bid Form titled "Bidder Registration and Bid Form for Purchase of Government Property"

accompanying this IFB. All information and certification requested thereon must be provided. Bidder registration and bids submitted which fail to furnish all information or certifications required may be summarily rejected. Additional bid forms are available upon request or you may photocopy the form in this IFB. The Bidder Registration and Bid Form should be filled out legibly with all erasures, strikeouts and corrections initialed by the person signing the bid. The Bid Form must be signed and dated.

(3) A bid deposit as listed in the table on **page 2** must accompany your Bidder Registration and Bid Form in the form of a cashier's check, certified check or credit card (Visa, MasterCard, Discover or American Express). Personal or company checks are **NOT** acceptable and will be returned to the sender. Checks must be made payable to: **"U.S. General Services Administration"**.

Deposits by credit card may be initiated over the Internet by following the instructions on the online auction site: [www.auctionrp.com](http://www.auctionrp.com). Bidders must also complete, sign and submit the enclosed Registration Deposit by Credit Card form along with the Bidder Registration and Bid Form in order to be authorized to bid.

Only upon GSA's verification of your registration deposit will you be allowed to bid online using the User ID and password, as discussed below (Paragraph 6, User Identification and Password), nor will your initial written bid be posted online.

All Registration Deposits received will be deposited with the U.S. Treasury, in a non-interest bearing account, immediately upon receipt.

b) To register to bid and if you are prepared to make an initial written bid, please complete the enclosed Bidder Registration and Bid Form for Purchase of Government Property and send, along with the required Registration Deposit, to:

GSA Office of Real Property Disposal (9PZF)  
400 15<sup>th</sup> Street S.W. Room 1161  
Auburn, WA 98001-6599

Attn: Lisa Roundtree, Realty Officer.

If the Registration Deposit is to be provided by credit card, the Registration deposit by Credit Card Form and the Bidder Registration and Bid Form can also be submitted to GSA by fax at 253-931-7554.

c) It is the responsibility of the bidder to ensure that adequate time is available to complete the registration process as described above. The Government makes no representation or guarantee that any additional assistance or time will be provided to complete the registration process. No bidder will be allowed to participate in the sale until the entire registration process is complete.

d) Registration may occur anytime prior to the conclusion of the auction. However, the Government makes no representation or guarantee that your registration will be completed prior to the announced date and time for the receipt of final bids. Therefore, bidders are encouraged to register as soon as the auction opens. A bid made online will supersede a written bid of an equal or **lesser** amount. An initial written bid may be posted online by the auction manager, if the auction manager has issued a call for final bids, **and** the written bid has not been posted online by the registered bidder, and the written bid is higher than the current high bid.

## 6. USER IDENTIFICATION AND PASSWORD

User Identification ("ID") and Password are used to register online and to place bids online. When you register online, you will be required to assign your own User ID (limited to eight [8] characters). The required password must be at least eight [8] characters and must include: a) one letter, b) one number, and c) one special character such as: ! @ # \$ % ^ & \* ( ). Since the User ID is used to publicly identify bids, and for your privacy, we strongly encourage you to create your User ID in a manner that protects you or your company's identity. The User ID number will be used to identify the bidders on the auction Web page, [www.auctionrp.com](http://www.auctionrp.com). In the event you forget your User ID and/or password or are locked out from the system, it is your responsibility to contact GSA, during normal business hours, to obtain assistance.

## 7. BIDDING IN GENERAL

a) Registered bidders may increase their initial written bids, or place an initial online bid by following the instructions at [www.auctionrp.com](http://www.auctionrp.com). By submitting your bid through [www.auctionrp.com](http://www.auctionrp.com), you agree that your bid is a binding offer. You will be legally obligated for any and all bids submitted using your ID number and password.

b) Bids received through [www.auctionrp.com](http://www.auctionrp.com) are date and time stamped according to the Official Time. The "Official Time" is based on the date and time established by the data processing server located in the Washington D.C. metro area. This location is in the Eastern Time Zone. Bids received are automatically adjusted and displayed to reflect the time zone specified for the Property in the IFB and as listed at [www.auctionrp.com](http://www.auctionrp.com). The Government will not be responsible for any discrepancies between the Official Time and the time indicated, displayed, or otherwise stated or represented by a registered bidder.

c) Bids must be submitted without contingencies.

d) Bids by mail that are not submitted on GSA forms will be rejected.

e) Increased bids are not accepted by fax.

## 8. DAILY BIDDING RESULTS

Bidders are strongly encouraged to monitor bidding activity at our online auction Web site at [www.auctionrp.com](http://www.auctionrp.com). New bids and auction closing information will be posted to this site. The online auction site is updated immediately when new bids are received.

Bidders will be notified via the auction web site [www.auctionrp.com](http://www.auctionrp.com), when bidding will be closed. If your bid is not accurately shown on the web page, then you should call GSA at 253-931-7547. Bidders are urged to pay close attention to the auction web page which will contain new, revised, and useful information regarding the high bid, modification to bid increment and the closing date of the auction.



## **9. INCREASING YOUR BID**

If you learn from the auction web page that your bid was not the high bid, or if another bidder exceeds your previously high bid, you may increase your bid until such time as bidding is closed. Increases in previously submitted bids are welcome and your registration deposit will apply to subsequent increased bids. All increased bids must be made online. Increased bids must be at least the Minimum Bid Increment, as listed on **page 2** of this IFB, more than the previous high bid in order to be considered. The Government reserves the right to modify the bid increment at any time prior to the close of the sale. To increase a previously submitted initial written bid, bidders must bid online at [www.auctionrp.com](http://www.auctionrp.com). In the event that two bids of equal value are received, the first bid received will be recognized.

## **10. CALL FOR FINAL BIDS**

The Government will announce a date for the receipt of final bids. That date will be announced on the auction Web page, [www.auctionrp.com](http://www.auctionrp.com). On that date, if no increased bid is received between 9:00 a.m. and 3:00 p.m. Pacific Time, then bidding will close at 3:00 p.m. and consideration will be given to selling the Property to the high bidder. If an increased bid is received between 9:00 a.m. and 3:00 p.m. Pacific Time on that announced date, then bidding will be continued over until the next business day, excluding Federal holidays and weekends, on the same terms. Eventually, no one will outbid the high bidder and bidding will close at 3:00 p.m. Pacific Time on that day. There is no advantage to waiting until the last minute to bid.

## **11. CONTINUING OFFERS**

Each bid received shall be deemed to be a continuing offer for 90 calendar days after the date of the final bid submittal by a bidder or until issuance of an award letter by the Forest Service accepting the high bid.

If the Government desires to accept any bid after the expiration of the above time period, the consent of the bidder shall be obtained prior to such expiration.

## **12. ACCEPTABLE BID**

An acceptable bid is one received from a responsible bidder, whose bid, conforming to this IFB, will be most advantageous to the Government, price and other factors considered.

## **13. NOTICE OF ACCEPTANCE OR REJECTION**

Notice by the Government of acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or his duly authorized representative at the fax/phone number or address indicated in the bid. The processing of a bid deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof for any reason.

## **14. HIGH BIDDER DETERMINATION**

Once bidding stops and the high bid is confirmed, the high bid will be considered for acceptance. There is no guarantee that the Government will accept the high bid.

If the Government accepts the high bid, the USDA Forest Service will issue an Award Letter to the high bidder which will constitute acceptance of the high bid and declare the high bidder to be the Purchaser of the Property.

## **15. AUCTION DISPUTE RESOLUTION**

The Government reserves the right to stop the auction for any reason without award and start a new auction at any time. The Government may resolve bidding conflicts by determining the high bidder and the high bid amount and then re-open bidding until bidding stops as described above. The Government may temporarily suspend an auction to resolve technical problems or controversies and resume an auction at any time.

## **16. TEN PERCENT BID DEPOSIT**

a) Within ten (10) calendar days of acceptance of a bid by the Government and issuance of the Award Letter, the Purchaser agrees to deposit an additional amount, if any, which when added to the Registration Deposit, will equal at least ten percent (10%) of the amount bid. Failure to

provide such bid deposit shall require rejection of the bid and forfeiture of the Registration Deposit.

## **17. TRANSACTION CLOSING AND REFUND OF REGISTRATION DEPOSITS**

a) Upon acceptance of a bid, the appropriate bid deposit shall be applied towards payment of the Purchaser's obligation to the Government. The full balance of the purchase price in the form of a certified check, cashier's check or electronic wire transfer is payable within Sixty (60) calendar days after acceptance of bid. At the time of closing, all cash money paid by the Purchaser will be credited, without interest, toward the total purchase price.

b) Registration Deposits accompanying bids that are rejected will be refunded to bidders without interest. Bidders who provided Registration Deposits by check may elect to receive the refund by U.S. Treasury check or by an electronic funds transfer (EFT). Bidders will be required to provide GSA with a Taxpayer Identification Number (TIN) to ensure the proper refund of the Registration Deposit by the U.S. Treasury. The TIN may be either a Social Security Number (SSN) or an Employer Identification Number (EIN). The use of an individual's SSN is subject to the Privacy Act of 1974 5 U.S.C. Section 552a, and will be collected only for the proper refund of the Registration Deposit. Refunds will only be processed to the same individual or entity identified by the TIN. Registration Deposits provided by credit card will be credited to the same account number provided. Appropriate Registration Deposits accompanying bids that are rejected will be refunded to bidders without interest. Bidders may elect to receive the refund by U.S. Treasury check or by an electronic transfer of funds. Bidders will be required to provide GSA with a Taxpayer Identification Number (TIN) to ensure the proper refund of the Registration Deposit by the U.S. Treasury. The TIN may be either a Social Security Number (SSN) or an Employer Identification Number. The use of an individual's SSN will be collected only for the proper refund of the Registration Deposit

c) Registration Deposits received from the two highest bidders will be held as stipulated in Paragraph 18, Back-up Bidder. All other

Registration Deposits will be processed for refunds after the last day of the auction or upon written request to withdraw from the auction unless the bidder is the first or second highest bidder. Refunds will be processed timely but will require several weeks to complete the process.

## **18. BACK-UP BIDDER**

The second-highest bidder will be the backup bidder. If the high bidder is unable to consummate the transaction, the second highest bidder's bid may then be considered for award. The backup bidder's Registration Deposit will be retained, without interest, until the first high bidder has increased their initial Registration Deposit to the required ten percent of the purchase price. The Registration Deposit of the second-high bidder will be refunded by U.S. Treasury check or by an electronic transfer of funds thereafter. In the event that the Government is unable to make an award to the highest or second-highest bidder, the Government reserves the right to negotiate with the remaining bidders and make an award that is in the best interest of the Government.

## **19. ONLINE BIDDING**

The Government will not be responsible for any failure attributable to the inability to transmit a bid, the transmission or receipt of an online bid, including, but not limited to the following:

- a) Receipt of a garbled or incomplete bid.
- b) Availability or condition of the sending or receiving electronic equipment.
- c) Incompatibility between the sending and receiving equipment and software.
- d) Malfunctioning of any network, computer hardware or software.
- e) Delay in transmission or receipt of a bid.
- f) Failure of bidder to properly identify the bid.
- g) Security of bid data.
- h) Inability of bidder to enter bid. For example: due to lost or forgotten password or system lock due to login repeated failures, etc.

If your bid is not accurately shown or you can not enter a bid at [www.auctionrp.com](http://www.auctionrp.com) then you should call GSA at 253-931-7547 for assistance.

## **20. BID EXECUTED ON BEHALF OF BIDDER**

a) A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the bidder.

b) If the bidder is a corporation, the Certificate of Corporate Bidder must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid, copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

c) If the bidder is a partnership, and all partners sign the bid, with a notation that they are all

general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

# NOTICES AND COVENANTS

---

The following Notice and Covenants will be inserted in the Quitclaim Deed. The purchaser must agree to the covenants and other provisions of the sale described herein.

The Environmental Site Assessment and related documents are available for review by bidders, and the successful high bidder will receive a copy.

## 1. HAZARDOUS SUBSTANCE NOTIFICATION

- A. CERCLA Notice and Covenant Regarding Hazardous Substances The notice and covenants contained in this Clause are required under Section 120 (h) of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C 9620 (h). The **GRANTOR** has completed and All Appropriate Inquiry for the vacant lot and pole barn, and no hazardous substances were found. The vacant lot has always been vacant. Previous testing for asbestos and radon. Radon levels are below the threshold for concern and no asbestos was found in the pole building. The pole barn was built after 1978, therefore lead paint is not a concern.

Pursuant to Section 120(h)(3)(A)(ii) of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9620(h)(3)(A)(ii), the United States warrants that:

- (1) all response action necessary to protect human health and the environment with respect to any hazardous substance remaining on the Property has been taken before the date of this conveyance; and
- (2) it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of the conveyance.

This covenant shall not apply in any case in which **GRANTEE**, its heir(s), successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; **OR** to the extent but only to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the **GRANTEE**, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:

- i. results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; **OR**
- ii. causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the **GRANTEE** as of the date of this conveyance.

In the event **GRANTEE**, its heir(s), successor(s) or assign(s) seeks to have **GRANTOR** conduct or pay for any additional response action, and, as a condition precedent to **GRANTOR** incurring any additional cleanup obligation or related expenses, the **GRANTEE**, its heir(s), successor(s) or assign(s), shall provide **GRANTOR** at least 45 days written notice of such a claim and provide credible evidence that the associated contamination existed prior to the date of this conveyance; and the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the **GRANTEE**, its heir(s), successor(s) or assign(s), or any party in possession.

**GRANTOR** reserves a right of access to all portions of the Property for environmental investigation, remediation removal or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to **GRANTOR**. These rights shall be exercisable in any case in which a remedial action, removal action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, removal action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out corrective, remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities or actions, shall be coordinated with the record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

**B.** The **GRANTEE**, its heir(s), successor(s) or assign(s) hereby agrees to comply with any and all applicable Federal, State, and local laws relating to the management of lead-based paint and asbestos-containing building material associated with the property, including but not limited to, any such laws relating to the mitigation, abatement, remediation, cleanup, renovation, demolition, and disposal of lead-based paint and asbestos-containing building material. **THE GRANTEE** further acknowledges that **THE UNITED STATES OF AMERICA** has taken all actions required under all Federal and State laws and regulations which are now in effect and which pertain to the investigation, assessment, and disclosure of lead-based paint or lead-based paint hazards.

**C.** The **GRANTEE**, its heir(s), successor(s), and assign(s) hereby agrees to indemnify, release, defend, and hold harmless the United States, its agencies, employees, agents, assigns, and successors from and against any liability, judgment, claim, penalty, fine, or other adverse action (whether legal or equitable in nature, and including without limitation, court costs and attorneys' fees) brought against the United States after the date of this agreement by any person or entity under any Federal, State, or local law, including but not limited to environmental and tort laws, with respect to; (a) any lead-based paint and/or asbestos-containing building material associated with the property; (b) violations of Federal, State, and local laws and regulations which are now or may in the future become applicable to the property, subject to the remedial action, covenant, and warranty provided above by **THE UNITED STATES OF AMERICA** in accordance with 42 U.S.C § 9620(h); and (c) releases or threatened releases on the property, or into the environment, of solid or hazardous waste, hazardous substances, or oil or petroleum products or their derivatives, after the date of this Deed.

This covenant to indemnify, release, defend, and hold harmless the United States shall survive the subsequent conveyance of all or any portion of the property to any person and shall be construed as running with the real property, and may be enforced by the United States in a court of competent jurisdiction.

## **2. NOTICE OF PRESENCE OF LEADBASED PAINT (LBP)**

The Pole Barn structure was constructed after 1978. Therefore lead based paint is not considered a concern, and no testing was performed.

Every purchaser of any interest in real property on which a building was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended.

## **3. ASBESTOS CONTAINING MATERIALS (ACM)**

The Asbestos Management Plan for the Willamette National Forest, Lowell Ranger District, dated July 1992, shows that the Lowell Pole Barn building (Building No. 2629) was tested for asbestos and did not have any asbestos containing materials.

Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

Bidders are invited, urged and cautioned to inspect the Property to be sold prior to submitting a bid. More particularly, bidders are invited, urged and cautioned to inspect the Property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. The Government will assist bidders in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). Bidders shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the Property including, without limitation, any asbestos hazards or concerns.

No warranties either express or implied are given with regard to the condition of the Property including, without limitation, whether the Property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender.



The description of the Property set forth in the IFB and any other information provided therein with respect to said Property is based on the best information available to the disposal agency and is believed to be correct, but an error or omission, including but not limited to the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or any claim by the Purchaser against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.

The Government assumes no liability for damages for personal injury, illness, disability or death, to the Purchaser, or to the Purchaser's successors, assigns, employees, invitees, or any other person subject to Purchaser's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property which is the subject of this sale, whether the Grantee, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.

The Grantee further agrees that in its use and occupancy of the Property it will comply with all Federal, state, and local laws relating to asbestos.

#### **4. UNDERGROUND FUEL STORAGE TANKS (USTs)**

There is no evidence that underground fuel storage tanks were ever utilized at the Vacant Lot or Pole Barn sites. A complete All Appropriate Inquiry (AAI) environmental inspection was completed in May of 2006.

#### **5. RADON**

Radon testing was completed at Lowell by Separations Technology Associates, Inc. in 1989. At the Warehouse site, two buildings were tested. The Open Warehouse (Pole Building 2629) had a value of 0.9 pCi/L. A crew locker room at the Warehouse at 6<sup>th</sup> and D streets (Building 2631) had a value of less than 0.5 pCi/L. The action level for radon is 4.0 pCi/L. Of note, eight buildings (with 10 sample sites) at the Administrative site were also tested at this same time. The highest value recorded was 2.9 pCi/L., and six of the readings were 1 or below. This would tend to indicate that radon accumulation is not a concern in the Lowell area.

#### **7. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) COMPLIANCE**

In June 2010, the Forest Service issued a Decision Memo for the Pole Barn property, and in August 2010 the Forest Service issued a Decision Notice for the sale of the Vacant Lot property, in order to fully comply with the National Environmental Policy Act (NEPA) and other relevant federal and state laws and regulations. This Act requires public involvement and consideration of potential environmental effects. The documentation of these decisions support compliance with this Act. In accordance with Executive Order 12898, these projects will not result in any disproportionate impact to minority or low-income populations.

Project implementation is consistent with other Federal, State, and local laws for the protection of the environment.

# BIDDER REGISTRATION AND BID FORM FOR PURCHASE OF GOVERNMENT PROPERTY

## Lowell Pole Barn Property Lowell Vacant Lot

**SEND THIS FORM TO:**

U.S. General Services Administration  
Office of Real Property Disposal (9PRF-10)  
400 15<sup>th</sup> Street S.W. Room 1161  
Auburn, WA 98001  
Attn: Lisa Roundtree, Realty Officer

**REGISTRATION DEPOSIT:** \$ \_\_\_\_\_**PROPERTY** \_\_\_\_\_**PROPERTY CODE** \_\_\_\_\_

The undersigned bidder hereby offers and agrees to purchase the Property as described in the accompanying Invitation for Bids IFB for the bid price entered below or subsequent bids placed online if this bid is accepted by the Government. This Bid Form is made subject to the terms of the IFB including its Property Description, General Terms of Sale, Important Instructions to Bidders, Notices and Covenants, Bidder Registration and Bid Form For Purchase of Government Property, and any associated amendments to the IFB, all of which are incorporated herein and by reference made a part of this initial bid and subsequent bids placed online at <http://www.auctionrp.com/>.

I HEREBY ACKNOWLEDGE RECEIPT OF AND HAVE REVIEWED THE AFOREMENTIONED DOCUMENTS.  
\_\_\_\_\_(INITIAL)

**Amount Bid:** \$ \_\_\_\_\_ **Spelled-out** \_\_\_\_\_

If this bid is accepted, the instrument of conveyance should name the following as Grantee(s)

\_\_\_\_\_  
Indicate above the manner in which title is to be taken (e.g., Sole and Separate Property, Joint Tenants, Tenants in Common, Community Property). Include name of spouse, if applicable.

BIDDER REPRESENTS THAT HE/SHE OPERATES AS (check which applies):

- ☐ An individual doing business as \_\_\_\_\_
- ☐ A partnership consisting of \_\_\_\_\_
- ☐ A limited liability partnership consisting of \_\_\_\_\_
- ☐ A corporation, incorporated in the State of \_\_\_\_\_
- ☐ A limited liability corporation, incorporated in the State of \_\_\_\_\_
- ☐ A trustee, acting for \_\_\_\_\_

PLEASE COMPLETE THE FOLLOWING:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

# CERTIFICATE OF CORPORATE BIDDER

For use with Bidder Registration and Bid Form for Purchase of Government Property

**Lowell Pole Barn  
Lowell Vacant Lot**

I, \_\_\_\_\_, certify that I am \_\_\_\_\_  
(Secretary or Other Title)

of the Corporation named as bidder herein; that \_\_\_\_\_  
(Name of Authorized Representative)

who signed this Bid Form for Purchase of Government Property on behalf of the bidder was

then \_\_\_\_\_ of said Corporation  
(Official Title)

that said bid was duly signed for and on behalf of said Corporation by authority of its  
governing body and is within the scope of its corporate powers.

\_\_\_\_\_  
(Signature of Certifying Officer)

(Corporate Seal Here)

# REGISTRATION DEPOSIT BY CREDIT CARD

## LOWELL POLE BARN LOWELL VACANT LOT

PROPERTY CODE \_\_\_\_ PROPERTY ADDRESS/NAME \_\_\_\_\_

**SEND THIS FORM TO:**

U.S. General Services Administration  
Office of Real Property Disposal (9PZF)  
400 15<sup>th</sup> Street S.W.  
Auburn, WA 98001-6599  
Attn: Lisa Roundtree

**THIS FORM MAY BE SUBMITTED BY FAX:**  
**(253) 931-7554**

**REGISTRATION DEPOSIT: \$** \_\_\_\_\_

By completing this form and signing in the space provided below, applicant agrees to abide by the terms and conditions set forth in the Invitation for Bid Package and any Addendum. The applicant must be the authorized cardholder. The applicant agrees that his or her credit card account will be debited the full amount of the registration deposit, as specified in the Important Instructions to Bidders, Page 14, Paragraph 5, Bidder Registration. In the event that applicant becomes the Purchaser, the registration deposit will be applied towards the purchase price for the Property. In the event the applicant is not the Purchaser, the registration deposit will be credited to the credit account listed below.

PLEASE PRINT OR TYPE LEGIBLY

First and Last Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Check type of credit card to be charged: ☐ Visa ☐ MasterCard  
☐ Discover ☐ American Express

Name as it appears on card: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

CSC/CVC Code \_\_\_\_\_

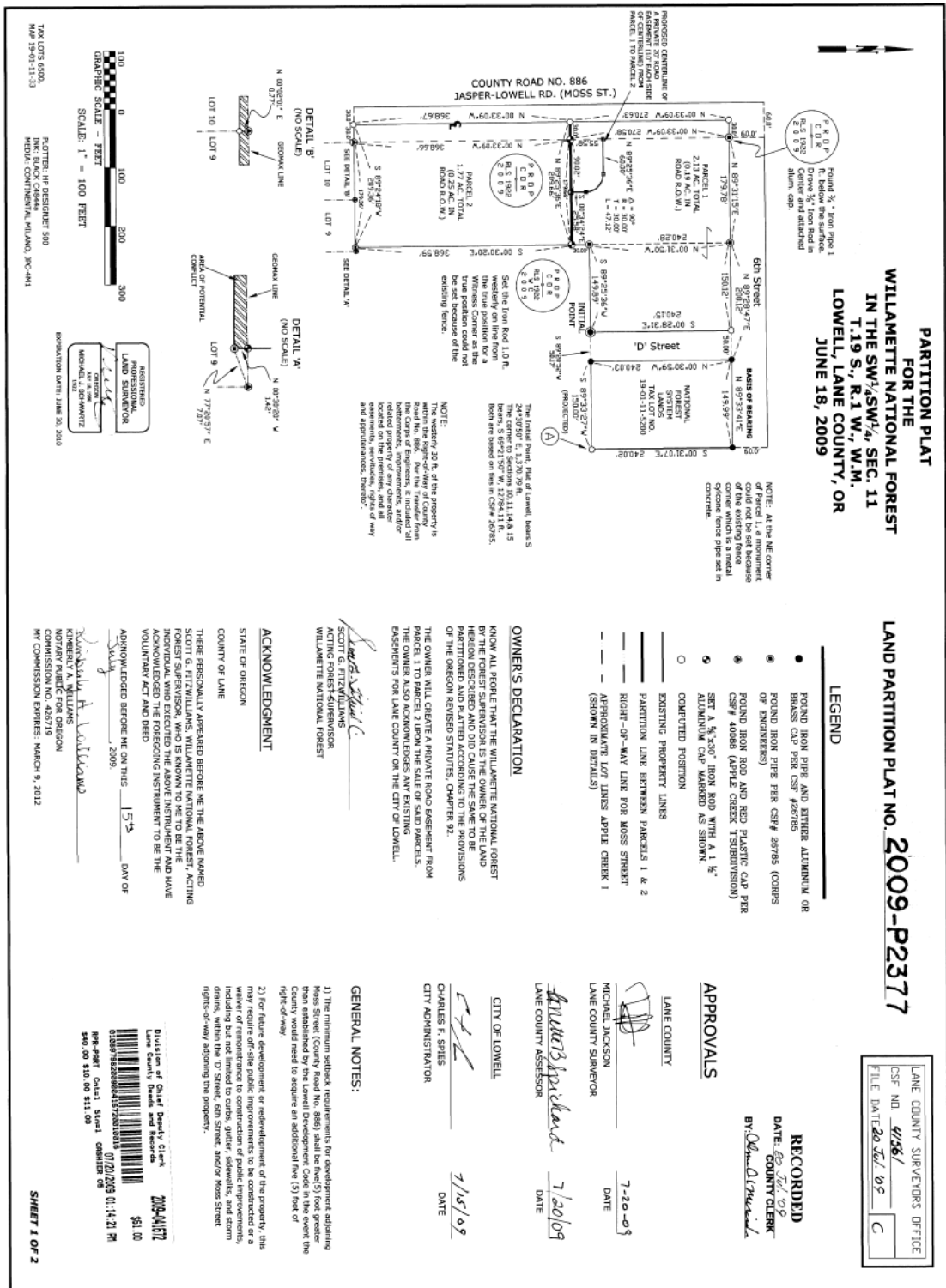
Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_





## 24



## **EXHIBIT B**

The following describes a reserved perpetual 20 foot Road Easement (10 feet each side of the described centerline) over Parcel 1, to allow for access to Parcel 2, as depicted on Land Partition Plat No. 2009-P2377, recorded on July 20, 2009, Lane County Surveyor Records.

Beginning at the Initial Point as denoted on the Partition survey under CSF No. 41561, THENCE, South 89°25'36" West, a distance of 149.89 feet, THENCE, South 00°30'20" East, a distance of 30.00 feet, THENCE, South 89°25'36" West, a distance of 179.66 feet to a point on the right-of-way line for County Road No. 886, THENCE, North 00°33'09" West, along the right-of-way line for County Road No. 886 a distance of 55.58 feet to the TRUE POINT OF BEGINNING and the centerline of said Easement THENCE, North 89°25'36" East, a distance of 60.00 feet to a point, THENCE, Along a curve to the right, a distance of 47.12 feet, with a Radius of 30.00 feet, and a Central Angle of 90°00'00", THENCE, South 00°34'24 East, a distance of 25.58 feet to the south line of Parcel 1 and north line of Parcel 2 of said Partition.

The United States and its assigns shall have all rights of ingress and egress to and from the real estate, that being Parcel 2 of the Partition Plat No. 2009-P2377, (including the right from time to time, except as herein provided, to cut, trim and remove trees, brush, overhanging branches and other obstructions) necessary for the its use, enjoyment, operation and maintenance of the easement hereby reserved and all rights and privileges incident thereto.

Except as to the rights herein reserved, the State of Oregon, acting by and through its Oregon Parks and Recreation Commission on behalf of the Oregon Parks and Recreation Department shall have the full use and control of the lands described as Parcel 1 of the Partition Plat No. 2009-P2377.

The United States shall receive and consider any third party claims arising from its use of the easement reserved under the Federal Tort Claims Act. Provided, however, should Parcel 2 of the Partition Plat No. 2009-P2377 be conveyed out of Federal ownership "together with" the reserved easement, the assignee of the easement agrees to save and hold the State of Oregon harmless from any and all claims of third parties arising from the assignee's use of the easement reserved herein.

During the existence of this easement, maintenance of the easement and costs of repair of the easement, if damaged by natural disasters or other events for which all holders of an interest in the easement are blameless, shall be that of both parties commensurate with use.

During the existence of this easement, holders of an interest in the easement who are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense.

This easement reservation shall bind and inure to the benefit, as the circumstances may require, not only the parties hereto but also their respective heirs, executors, administrators, assigns, and successors in interest.